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AN ORDINANCE approving the Contract for Res. 451-87, Anderson Avenue Storm Sewer Improvement, between Bercot, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Res. 451-87, Anderson Avenue Storm Sewer Improvement, by and between Bercot, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> MAIN SEWER: Bounded on the North by the North line of the Fairview Place Addition; on the West by the East right-of-way of Griswold Drive; on the South by the South line of Fairview Place Addition; and on the East by the West right-of-way line of Spy Run Avenue.

Beginning at an exist-SOTRM SEWER: ing storm sewer manhole located 20+ LF South of and 25+ LF West of the centerline intersection of Anderson Avenue and Griswold Avenue; thence, Westerly 20+ LF South of and parallel to the centerline of said Anderson Avenue 1500+ LF terminating at an existing storm sewer manhole located within the Westerly right-of-way line of Spy Run Avenue 20+ LF South of the said Anderson Avenue;

Forty and No/100 Dollars (\$170,240.00), all as more particularly set forth in said Contract, which is on file in the Office of 28 the Board of Public Works and Safety and, is by reference incorporate herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are

the Contract price is One Hundred Seventy Thousand Two Hundred

on file with the Office of the City Clerk and made available for public inspection, according to law.

Page Two

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM

AND LEGALITY

Brace O Boxberger, City Attorney

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#### BOARD OF PUBLIC WORKS & SAFETY Page 1 of \_\_\_\_\_ Invitation for Bids/Award of Contract\* (FEDERALLY-ASSISTED Construction)

PROJECT:

"ANDERSON AVENUE" STORM SEWER

CONTRACT # 451-1987

### CONTENTS

Check if Contained	Pages	Content Description	
X	I	COVER SHEET	
X	II-III	Instructions to Bidders	
X	\$/1	Schedule	
X	SI/1	Schedule of Items	
X	GP/1-GP/7	General Provisions	
X	GPA/1-GPA/17 Federal Labor Standards Provi		
X	SP/1-SP/ 3	Special Conditions	
		Plans and Specifications	
X	Sheets 1-4	Drawings	
X	AP/1	Apartheid Policy	
X	CO/1-CO/2	Change Order Form	

#### ATTACHMENTS

X	NCA/1	Certification of Non-Segregated Facilit
X	NCA/1	Non-collusion Affidavit
Х	BB/1	Bidder's Bond
		State Board of Accounts Form 96-A
X	CSF/1	Certificate in Lieu of Financing
X	WR/1	Prevailing Wage Scale-Indiana
X	FWR/1	Federal Wage Scale
X	PB/1-PB/2	Payment Bond
X	PGB/1-PGB/2	Warranty Bond
X	NA/1	Notice of Award
X	NP/1	Notice to Proceed
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# INSTRUCTIONS TO BIDDERS Board of Public Works and Safety City of Fort Wayne, Indiana

# June 10 19 87 Federally-Assisted Construction

by The Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until o'clock Am on the 17th day of June, 19 87, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

ANDERSON AVENUE	
STORM SEWER IMPROVEMENT	
RESOLUTION NO. 451-1987	

- 2. <u>Inclusion of Clauses</u> If a clause in the Invitation for Bids (IFB) has a box \_\_\_\_ beside it, the clause applies to the IFB only if it contains a check mark () or an "X". Any questions as to whether a clause is included or not should be referred to The Board.
- 3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.
- 4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.
- 5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. <u>Determination of Responsibility</u>. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) the bidder's record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

- 8. <u>Prequalification</u> In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by \_\_\_\_\_\_ in order to be awarded a Contract.
- 9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of Five percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of Five percent (5%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A completed Form 96-A under oath; or (b) Have a completed Form 96-A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

- 11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:
  - (a) Certification of Non-Segregated Facilities

(b) Non-Collusion Affidavit

- (c) Prequalification Statement
  - (d) WBE/MBE Compliance Requirements
  - (e) Apartheid Polciy
- Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of The Board, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.
- 13. Minority Business Enterprise/Women Business Enterprise Requirements.

#### (CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. \_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).
- B. \_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_ (cross out inapplicable provision) is a joint venture partner.

	vision) shall have * participation (employees) * participation (costs) in this project.
	Specify the percentage of minority/women ownership in the MBE/WBE firm * (cross out inapplicable provision).
c.	as a subcontract to minority business enterprise parti- cipation. The MBE firms which are proposed as subcon- tractors are the following:
	Name of Firm Address Type of Work  1 Metropolitin der. Hernje Int. Ustorsling 2.  3.
D.	The undersigned commits $\sqrt{3}$ of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:
	Name of Firm Address Type of Work  1. Jyl Ayrhing St. Wanne, IN Frush lental & 2. 60B lental, de Ossean, IN Frush lental 3. Observant
E.	(Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)
for the	1.My Company cannot meet the participation goals e following reasons:
attempt	2. We have taken the following steps in an to comply with these participation goals:
BEI 6015 H	RCOT, INC. *(attach additional sheets as necessary) UGUENARD RGAB YNE INDUMP 16868
10111C	Ontractor Contractor
B	Davis
I.	ts AROIDEN I Its
O.C. 2 B.O.W.	

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/ female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

- A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least // t of the total hours worked on this project.
- B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

the	178	Company minimum reasons	hour!	ts su ly ut	bconti	racto	rs of figu	ann	ot r	the

,						•		
	atte	2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:						
	(atta			ts if nece	essary)			
Cont	ractor	COSE	RCOT, INC. IGUENARD RO NE, INDIANA	£44. 2		Way of the		
Its	RE	SIDENT				Series Of Carlo		
15.					ATIVE ACTION CCUTIVE ORDER			
	(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00							
to the ": Employmen	Equal	Opportuni	ty Clause		s attention Standard Federal			
aggregat	ation, e wor	expressed kforce in	in perce	ntage term	or minority and for the Co	ntractor's		
Time- Tables			ls for min cipation in trade		Goals for particip trade	ation in		
			Insert goa each ye		Insert goa each ye			
			4.4		6.9			

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.
- 16. Required Prevailing Wage Schedule Payments Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

- 17. Pre-Bid Conference. The Board will hold a pre-bid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on June 11, 1987 at 10 a.m. at WPC ENG.
- (date) (time) (place)

  CONF. RM. 700 or at such date, time, and place as The Board subsequently determines. If the date and time of the pre-bid conference is not set forth herein The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.
- 18. Site Orientation. A site orientation (WKX1/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

- of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form issued by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."
- 20. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board:
  - ☐ A. Payment Bond. In the amount of payments to be made under the contract.
  - ☐ B. Warranty Bond. In the amount of the contract warrantying the contractor performance for a period of one year after the date of the City acceptance.

- 21. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Board shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.
- 22. <u>Method of Contract Award</u>. The contract resulting from this IFB will be awarded:

□ A.	On an all or none basis.	
□в.	As follows	

# SCHEDULE Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

"Anderson Avenue Storm Sewer - Resolution 451-1987"

All work will be performed in accordance with: Resolution No. 451-1987 Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$\_\_\_\_\_\_. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within \_\_\_ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before \_\_\_ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ price per day for each and every day after days after issuance of the notice to proceed that the project remains uncompleted. parties agree that the sum of \$ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

O.C. 2/85 B.O.W. Non-Fed.

JUN 1 7 1987 DATE 5-29-87

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION	
1	15" R.C.P. Class IV	1050 L.F.	25.00	26 250	100
2	12" R.C.P. Class IV	520 L.F.	22.00	11,440	00
3	C.F.W. Type I-B Manhole	5± EA.	1.000.00	5000	00
4	C.F.W. Type I-C or I-G Inlets	11± EA.	650,00	7150	06
5	Special Gravel Backfill	1,000± CY.	9.90	9900	OR
6	#73 Stone Backfill	300± CY.	12.00	3600	00
7	12" Deep Strength Asphalt	1,000± SY.	20.00	20000	01
8	1" Type A-2 Surface Asphalt	250± TON	3200	8,000	06
9	#11 Binder	350± TON	29.00	10.150	DE
10	Concrete Curb Removal	2,200± L.F.	3.00	6600	00
11	Concrete Curb Type III Installed	2,200± L.F.	8.75	19250	00
12	Concrete Curb Face Walk	1,600± SF.	3.50	5600	01
13	Concrete Drive Replacement	220± SY.	25.00	5500	00
14	Concrete Wingwalk	800± SF.	3.00	2400	00
15	Concrete Sidewalk	10,000± SF.	2.50	25000	De
16	Structure Adjustment	5± EA.	60000	3,000	M
4	(See Special Provision Item #27)			7,000	0
17	Exploratory Excavation (Inc. Backfill &	4± EA.	20000	800	OR
	Temporary Restoration)	,			
18	Seeding & 2" Mulch	1,000± SY.	,60	600	00
		,		170240	00
				11010	00

The Bidder, by its Officers and

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

	Jun Duren	l .
Subscribed and sworn to before me by thisday of	Novary Public W. Resident of D.	DE AN BEREST
My Commission Expires:		
	Notary Public	
	Resident of	County
*****	*****	
Subscribed and sworn to before me by		
thisday of, 198		
My Commission Expires:		
	Notary Public	
	Resident of	County

### BID OR PROPOSAL BOND

# Know all Men by these Presents,

AMERICAN	STATES INSURANCE COMPANY INDIANAPOLIS, INDIANA
	BID OR PROPOSAL BOND
	Know all Men by these Presents,
That we,	BERCOT, INC.
	6015 Huguenard Road
	ort Wayne, Indiana 46818 (hereinafter called the Principal), ICAN STATES INSURANCE COMPANY (hereinafter called the
Surety), as Surety, are he	d and firmly bound unto
	PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA
(hereinafter called the O	oligee) in the penal sum of FIVE PERCENT OF THE AMOUNT BID
	Dollars (\$5%) for the payment of which the Principal
and the Surety bind them and severally, firmly by th	selves, their heirs, executors, administrators, successors and assigns, jointly nese presents.
SIGNED and SE	ALED this 16th day of June 19 87
	ON OF THIS OBLIGATION IS SUCH, That, whereas the Principal
	to submit a proposal to the Obligee on a contract for
AND	ERSON AVENUE STORM SEWER IMPROVEMENT
	RESOLUTION 451-1987
pal shall, within such tim bond be required, with sur	ORE, if the said contract be timely awarded to the Principal and the Principal and the Principal and give bond, if rety acceptable to the Obligee for the faithful performance of the said conshall be void; otherwise to remain in full force and effect.
	AMERICAN STATES INSURANCE COMPANY
Form 9-1027 6-62	Attorney-in-Fact

# American States Insurance Company Indianapolis, Indiana

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the

hese presents make, constitute and appoint  H. STANLEY HUFF, JR., DON	NALD F. CAMPBELL AND JERRY C. WAAK
	ly or Severally)
of FORT Wayne  to true and lawful Attorney(s)-in-Fact with full power and author	and State of Indiana its name, place and stead, to execute, acknowledge
leliver any and all bonds, recognizances, contracts of indemnit	ty and other conditional or obligatory undertakings provided,
however, that the penal sum of any o	one such instrument executed hereunder shall
A CAR HINDRED ETENN HIGIGAN	ID AND NO/100 (\$150,000.00) DOLLARS
and to bind the Corporation thereby as fully and to the same exter the Corporation and duly attested by its Secretary, hereby ratifying Power of Attorney is executed and may be revoked pursuant to a insurance Company, which reads as follows:  "The Chairman of the Board, the President or any Vio Secretary or any Assistant Secretary of the Corporation and Attorneys-in-Fact as the business of	In the solution of the presents of the American Security of the By-Laws of the American Standard President Security of the By-Laws of the American Standard
Assistant Secretary and its corporate seal to be hereto affixed	this 26th day of June
A. D. 19 <u>86</u>	By Assistant Vice-President
SEAL) ATTEST: Link Line Assistant Secretary	By allenson 1. all
ATTEST: Like K Eller	· Assistant Vice-President -
	ne, A. D., 19_86, before me personally of
Alexan M Abol	to ma known
Ciatos incuranco (Company: that he knows the seal of saint (1000)	, to me known, ove instrument and did depose and say; that he is a Vice-President of Ame ration; that the seal affixed to the said instrument is such corporate seal; that is poration; and that he signed his name thereto under like authority. And
Alanson T. Abel further said that he is a Assistant Secretary of said Corporation; and that he executed MY COMMISSION EXPIRES	acquainted with <u>Dan W. Guio</u> and knows him to b the above instrument.
February 5, 1989	Carolin Strade
My Commission Expires	Notary Public
STATE OF INDIANA SS:	
Dan W. Guio the Assistant Si	secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certifications
the above and foregoing is a true and correct copy of a Power of A is still in full force and effect.  This Certificate may be signed and sealed by facsimile und	detroiney, executed by said AMERICAN STATES INSURANCE COMPANY, vider and by the authority of Section 8.03 of the By-Laws of AMERICAN STA
president or since-president and the secretary or countersigned by an authorized representative of the Corporation of the Corpo	by the Corporation shall be signed on behalf of the Corporation by the an assistant secretary, whose signatures, if the instrument is duly Corporation, may be facsimiles. Such signatures and facsimiles thereof otwithstanding the fact that any such officer shall have ceased to be such insurance shall have been actually issued by the Corporation."
In witness whereof, I have hereunto set my hand and affixed	the seal of said Corporation, this 16th day of June
87	
A. D., 19 <u>87</u> .	1/2 11/0/s

Form 9-1459 (8-80)

Assistant Secretary

# CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

	I, STEVE BEREST, the
	TUESDENT, of 6015 HUGUENARD ROAD
	Position FORT WAYNE, INDIANA Company
1	hereby certify:
	1. That the Financial Statement of said company, dated the 3/day of OCTOBED 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
	2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.
	Dated: JUN 17 1987  Signature  PUTSIDENT  Title
4	Subscribed and sworn to before me, a Notary Public, in and for said County and State thisday of JUN 17 1987 , 198
1	Monthson Expires:

wages to be paid in connection with All Construction and Maintenance awarded by
The Board of Works, Allen County, Indiana, for the months of April,
May, June - 1987
in compliance with the provisions of CHAPTER #319 of the acts of the General Assembly of
INDIANA, 1935, have established a schedule as hereinafter set forth for the following

trades to wit:

COUNTY: Allen

CRAFT	CLASS	HOURLY RATE	H&W	PEN	VAC	APPR	MISC	EXP. DATE
ASBESTOS WORKERS	SKILLED	18.20	1.32	1.98		.02		6/30/87
BOILERMAKERS	SKILLED	18.83	1.475	1.90		.03		
BRICKLAYERS	SKILLED	17.23	1.25	1.25		.02	.34PR	5/31/87
CARPENTERS	SKILLED	14.36	1.55	1.25		.05	:85ACYAP	3/31/87
CEMENT MASONS	SKILLED	14.15	1.00	1.00		.10	.05IF	5/31/87
DRYWALL TAPER	SKILLED	14.10	1.30	1.00		.12	.16 uniform	5/31/87
ELECTRICIAN	SKILLED	18.30	1.25	.90+3%		.08	5.758 PEN	5/31/87
ELEVATOR CONSTRUCTORS	SKILLED	17.32	1.645	1.27	88			7/7/87
GLAZIERS	SKILLED	16.69		.70	.53	.02		9/30/87
IRONWORKERS	SKILLED	14.45	2.25	2.00	.06		anuity 3.00	5/31/87
LABORERS CATEGO	RY I	11.13	1.45	1.00		.09	.04IF	3/31/87
· CATEGO	RY II	11.53	1.45	1.00		.09	.04IF	3/31/87
CATEGO	RY III	11.98	1.45	1.00		.09	.04IF	3/31/87
LATHER	SKILLED	16.15	1.50	1.25		.02	.01PR .04IF	
MILWRIGHT & PILEDRIVER	SKILLED	16.55	1.50	1.25		.02	.01PR .04IF	
OPERATING ENGRS. GROO	IP I	13.75	1.25	1.60		. 10		3/31/87
ur GROU	PII	12.44	1.25	1.60		.10		3/31/87
# GROU	PIII	11.77	1.25	1.60		.10		3/31/87
. GROU	IP IV	10.60	1.25	1.60		.10		3/31/87
PAINTER BRUSH & ROLLER	SKILLED	14.10	1.30	1.00		.12	.16 uniform	
" SPRAY & SANDBLA	ST SKILLED	15.10	1.30	1.00		.12		5/31/87
PLASTERER	SKILLED	14.43	1.00	1.00		.10	.05IF	5/31/87
PLOMBER & STEAMFTTTERS	SKILLED	19.53	1.00	1.95		.07	.07IF	5/31/87
TILE & TERRAZZO PINISH GRINDERS & MECHANICS	SKILLED	15.27		.50				5/31/87
ROOFERS	SKILLED	16.10	1.00	.50		-		5/31/87
SHEET METAL WORKERS	SKITTED	17.23	1.70	2.16		. 19	.64 SASMI .19 IF .05COL	6/30/87
SPRINKLER FITTERS	SKILLED	18.03	1.70	1,60		10	,	3/31/87
TEAMSTERS - UNDER 3 TON	S SKILLED	13.06	53.50wk	55.00wk				4/30/87
" OVER 3 TONS	SKILLED	13.26	53.50wk	55.00wk				4/30/87
TRUCK DRIVI BUCLID/EARTHMOVE		13.31	53.00wk	55.00wk				4/30/87

If any CLASSIFICATIONS ARE OMITIED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE BE PAID the above and foregoing shall be minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 3rd DAY OF April 19 87

THE GOVERNOR OF INDIANA

REPRESENTING THE AWARDING AGENT

REPRESENTING THE STATE AFL-CIO

sew

## TEAMSTERS BUILDING

# Effective thru 6/30/87

Trucks under three (3) tons	\$14.82 per hour
Trucks over three (3) tons	\$14.92 per hour
Truck Driver Euclid/earthmover	\$15.12 per hour
Health and Welfare	\$66.70 per week
Pension	\$61.00 per week

Mr. Joseph Adams City of Fort Wayne One Main St., Rm. 800 Fort Wayne, IN 46802

Dear Mr. Adams:

Subject: Wage Decision No. IN86-6; CD No. B-86-MC-18-003

Spy Run NSA 1986; Anderson Ave. storm sewers

Enclosed is a wage rate decision published in the Federal Register by the Department of Labor. The subject decision is currently in effect and includes modification- none.

Federal Register wage rate publications are subject to modification. All actions modifying a general wage determination shall be applicable upon the effective date of publication.

Regulations require that contracting agencies accept modifications to wage determinations received less than 10 days before bid opening. If the agency finds that there is not sufficient time to notify bidders of the change, such finding must be documented in the contract file and submitted to the Wage-Hour Administrator upon request. This emphasizes the responsibility of contracting agencies to use wage determinations modifications made before award in all cases where it will not unduly disrupt the procurement process.

This decision and labor standards provisions (HUD-4010) shall be reproduced in as many copies as may be required and incorporated into the contract specifications immediately following the Supplementary General Conditions before release to prospective bidders. The decision and HUD-4010 must also be included in each contract.

Please return a copy of this letter to HUD Labor Relations with date of contract award, amount, to whom, preconstruction conference date and when construction started.

We ask that the General Contractor review this wage decision and if there are questions concerning labor requirements, please feel free to write this office or call 317-269-2950 or 269-2958.

Sincerely,

John L. Elder Labor Relations Director, 5.7SL

Enclosure

Date of	Award	
Amount		
Contrac		_
Precons'	truction Conference	_
Constru	ction Start	

#### GENERAL WAGE DECISION NO. 1886-6

Supersedes General Wage Decision No. IN83-2073

State:

INDIANA

County(ies): Statewide, except Lake, LaPorte, Porter, and St. Joseph

Construction

Type:

Heavy & Highway

Construction

Description: Heavy and Highway Construction Projects

Modification Record:

No.

Publication Date

Page No. (s)

Area 5: Brush	14.70 15.45	2.49
Spray and Sandblasting		
Area 6:	14.65	1.70
Brush and Roller	14.90	1.70
Structural Steel	17.92	1.70
Spray	15.65	1.70
Sandblasting		
Area 7:	13.75	2.02
Brush	14.75	2.02
Spray	15.75	2.02
Sandblasting		
Area 8:	15.30	1.40
Brush and Roller	16.30	1.40
Spray and Sandblasting		
Area 9:	14.17	
Brush .	14.92	
Structural Steel	16.30	
Spray & Sandblast		
Area 10:	15.80	
Brush and Roller	16.80	
Spray and Sandblasting		
Area 11:		
Commercial:	16.00	
Brush and Roller	17.00	
Spray	16.50	
Sandblasting Stapples and		
Tanks, Elevators, Steeples and		
Structural Steel:	16.85	
Brush	18.35	
Spray	•	
Area 12:		
New Construction:	11.07	
Brush	+ a	1.18
	11.42	
Sandblasting	+ 8	1.18
	11.52	
Spray	+ a	1.18
Repaint:	10.32	
Brush	+ a	1.18
	10.67	
Sandblasting	+ a	1.18
	10.77	
Spray	+ a	1.18
Area 13:	14.30	1.90
Brush and Roller	15.30	1.90
Spray and Sandblasting		
PLUMBERS & PIPEFITTERS:		
Area 1:	16.32	
Plumbers	17.51	3.86
Pipefitters	19.92	2.20
Area 2	18.40	2.60
Area 3	17.68	
Area 4	16.18	
Area 5		

Croup 1	10.98	1.94
Group 1	11.13	1.94
Group 2	11.18	1.94
Group 3	11.28	1.94
Group 4	11.83	1.94
Group 5		
Area 3:	11.48	1.94
Group 1	11.63	1.94
Group 2	11.68	1.94
Group 3	11.78	1.94
Group 4	12.33	1.94
Group 5		
POWER EQUIPMENT OPERATORS:		
Area 1:	15.16	4.28
Group 1	13.55	4.28
Group 2	12.28	4.28
Group 3	10.86	4.28
Group 4		
Area 2:	15.50	2.50
Group 1	13.78	
Group 2	12.86	
Group 3	11.36	2.50
Group 4		
Area 3:	16.65	2.60
Group 1	10.50	2.60
Group 2		
Area 4:	15.45	2.20
Group 1	13.55	2.20
Group 2 .	11.87	2.20
Group 3		
Underground and Utility Construc-		
tion:	-	
Area 1:	17.65	3.85
Group 1	17.15	3.85
Group 2	15.20	3.85
Group 3	14.00	3.85
Group 4		•
Area 2:	16.55	2.20
Group 1	15.55	2.20
Group 2	12.75	2.20
Group 3	11.25	2.20
Group 4		
Area 3:	14.78	
Group 1	13.28	
Group 2	11.75	2.20
Group 3 Adams, Allen, DeKalb, Huntington,		
Adams, Allen, bekalbi		
Noble, Steuben, Wabash, Wells		
and Whitley Counties:	12.94	1.85
Group 1	11.63	1.85
Group 2	10.96	1.85
Group 3	9.79	1.85
Group 4		
TRUCK DRIVERS:	12.81	
Group 1	12.76	
Group 2	12.71	96.50+ b
Group 3	12.66	
Group 4		

Area 13: Hamilton (Remainder of County), Hancock (Remainder of County) Henry, Madison, and Tipton Counties Area 14: Benton (Eastern 2/3), Carroll, Cass, Clinton, Fountain (Eastern half), Howard, Miami, Montgomery, Tippecanoe, Warren (North-eastern 1/3) and White Counties

Area 15: Remainders of Benton, Fountain, and Warren Counties Area 16: Fulton, Marshall, and Pulaski (Southern 1/3) Counties Area 17: Jasper (Northeastern portion West to but not including Westfield), Pulaski (Northern 2/3), and Starke Counties

Area 18: Jasper (Remainder of County) and Newton Counties

#### IRONWORKERS:

Area 1: Adams, Allen, Blackford, DeKalb, Delaware (Northeastern 1/3 of County), Fulton (Western Pan Handle), Grant (Excluding Southwestern portion), Huntington, Jay, Kosciusko (Southwestern half including Warsaw), Lagrange (Eastern half of County), Miami (Northeastern half), Noble (excluding Northwestern tip), Randolph (Northern part of County excluding Union City but including Winchester), Steuben, Wabash, Wells, and Whitley Counties Elkhart, Fulton (Northern half), Kosciusko (Remainder of County), Lagrange (Western half of County), Marshall, Noble (Northwestern tip), Pulaski (Northeastern portion), and Starke (excluding Western tip) Counties

Area 3: Jasper (Northern half of County), and Newton (Northern half of County). Pulaski (Northwestern tip), Starke (Remainder of County) Area 4: Clark, Crawford, DuBois (Northeastern tip), Floyd, Harrison, Jackson (Southern 3/4 of County), Jefferson (excluding Northeastern tip), Jennings (Southern 3/4 of County), Lawrence (Southern 2/3 of County), Martin (Southeastern tip) Drange, Perry (Eastern half), Ripley (Southwestern tip), Scott, Switzerland (Southwestern tip),

and Washington counties

Area 6: Bartholomew, Boone (Southeastern 2/3 of County), Brown, Area 5: Marion County Clin'or (Eastern 1/4 of County), Decatur (Western 2/3 of County), Delaware (Southern 2/3 of County), Fayette (Western half of County). Franklin (Northwestern tip of County), Grant (Southwestern portion), Hamilton, Hancock, Hendricks, Henry, Howard (Southeastern portion). Jackson (Northern 1/4 of County), Jennings (Northeastern tip). Johnson, Lawrence (Northeastern corner), Madison, Monroe, Montgomery (Southwestern corner), Morgan, Owen (Northeastern corner), Putnam (Eastern half of County, excluding Greencastle), Rush, Shelby, and Tipton (excluding Northwestern tip) Counties

Area 7: Benton, Boone (Northwestern 1/3 of County), Carroll, Cass. Clinton (Western 3/4 of County), Fountain, Fulton (Remainder of County), Howard (Remainder of County), Jasper (Southern half of County), Miami (Remainder of County), Montgomery (Remainder of County), Newton (Southern half), Parke (Northeastern tip), Pulaski Remainder of County), Tippecanoe, Tipton (Northwestern tip), Warren,

Area 8: Fayette (Eastern half of County), Franklin (Northeastern tip), Randolph (Remainder of County), Unlon, and Wayne Counties Area 9: Clay, Daviess (Northern half), Greene, Knox (Northern half), Lawrence (Northwestern corner of County), Martin (Northern half), Monroe (Remainder of County). Owen (Remainder of County), Parke (Remainder of County). Putnam (Western half of County, including Greencastle). Sullivan, Vermillion, and Vigo Counties Area 10: Dearborn, Decatur (Eastern 1/3 of County), Franklin (Re-

Newton County Area 3:

Remainder of Counties Area 4:

#### LABORERS:

Utility Construction Area 1: Bartholomew, Brown, Clark, Clay, Crawford, Dearborn, Decatur, Elkhart, Floyd, Fountain, Franklin, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Ohio, Orange, Owen, Parke, Perry, Putnam, Ripley, Scott, Sullivan, Switzerland, Vermillion, Vigo, Warren, and Washington Counties

Area 2: Adams, Allen, Benton, Blackford, Boone, Carroll, Cass Clinton, DeKalb, Delaware, Fayette, Fulton, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Kosciusko, Lagrange, Madison, Marion, Marshall, Miami, Montgomery, Noble, Pulsaki, Randolph, Rush, Shelby, Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, and Whitley Counties

Area 3: Daviess, DuBois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh, and Warrick Counties

# POWER EQUIPMENT OPERATORS:

Heavy and Highway Construction:

Area 1: Elkhart, Fulton, Jasper, Kosciusko, Lagrange, Marshall.

Newton, Noble, Pulaski, and Starke Counties

Area 2: Adams, Allen, Benton, Blackford, Carroll, Cass, Clinton, DeKalb, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, and Whitley Counties

Area 3: Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgani, Owen, Rarke, Putnam, Sullivan,

Vermillion, Vigo, and Warren Counties

Area 4: Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, DuBois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warrick, and Washington Counties

Underground and Utility Construction:

Area 1: Jasper, Newton, Pulaski, and Starke Counties

Area 2: Benton, Carroll, Cass, Clinton, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Tippecanoe, Tipton, Union, Wabash, Wayne,

Area 3: Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, DuBois, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley. Scott. Spencer, Switzerland, Vanderburgh, Warrick, and Washington Counties

#### LABORERS

Group 1: Construction Laborer; Carpenter Tender; Fence Erector; Grade Checker; Guard Rail Erector; Continuous Steel Rod or Mat Installer: Wire Mesh Layer: Joint Man (Mortar, Mastic, and ail other types): Lighting Installer (permanent or temporary): Line-

Brick Surface); Roller with Dozer Blade; Root Rake, tractor mounted; Self-propelled Widener; Stump Remover, tractor mounted; Surface Heater and Planer; Tandem Push Tractor (\$0.50 per hour additional); Tractor, Boom; Winch or Hoe Head; Tractor, Push; Tractor with Scoop; Tractor mounted Spreader; Tree Mover; Trench machine, over 24; Tug Boat Operator; Well Drilling Machine; Winch Truck with A-Frame

- Group 2: Air Compressor with Throttle Valve or Clever Brooks type
  Combination: Backfiller: Backhoe on Farm type Tractor, under 45 HP:
  Bull Float: Cherry Picker under 15 ton: Chip Spreader, selfpropelled: Concrete Pump: Concrete Mesh Depressor, independently
  operated: Concrete Spreader, power driven: End Loader under 1 1/2 cu.
  yd.: Excavating Loader, portable: Fihishing Machine and Bull Float:
  Gunite Machine: Head Greaser: Mesh or Steel Placer: Multiple Tamping
  Machine (RR): P.C.C. Concrete Belt Placer: Pull Grader, power
  control: Refrigerating Machine, freezing operation: Ross Carrier:
  Sheepfoot Roller (self-propelled): Tamper (Multiple Vibrating,
  Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface):
  Trench Machine, 24° and under: Tube Float: Welder
- Group 3: Assistant Plant Engineer; Base Paver (Jersey or similar type machine); Concrete Finishing Machine; Concrete Mixer, less than 21 cu. ft.; Curb Machine; Farm Tractor, including Farm Tractor with all attachments except Backhoe and including High Lift End with all attachments except Backhoe and including High Lift End Loaders of 1 cu. yd. capacity or less; Fireman, on Boiler; Hoist, Loaders of 1 cu. yd. capacity or less; Fireman, on Boiler; Hoist, I drum; Operator, 5 pieces of minor equipment; Paving Breaker; Power Broom, self-propelled; Roller, earth and sub-base material; Power Broom, self-propelled; Roller, earth and sub-base material; Throttle Valve; Throttle Valve and earth and sub-base material); Throttle Valve; Throttle Valve and earth and sub-base material); Throttle Valve; Tractaire with Fireman Combination on Horizontal or Upright Boiler; Tractaire with Drill; Tractor, 50 H.P. or over; Well Point System; Widener, Apsco or similar type
- Group 4: Air Compressor; Assistant to Engineer, Diler; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Tamper; Belt Spreader; Broom and Belt Machine; Chair Cart, self-propelled; Coleman type Screen; Conveyor, portable; Deck Hand; Digger Post Hole, power-driven; Fork Lift, under 10 ton; Form Grader; Form Tamper, motor-driven; Generator; Greaser Helper; Hetherington Driver; Hetherington Helper; Hydra Seeder; Mechanics Helpers; Mechanical Heater; Operator, 1 thru 4 pieces of minor equipment; Outboard or Inboard Motor Boat; Power Curing Spraying Machine; Dutboard or Inboard Motor Boat; Power Curing Spraying Machine; Power Saw, Concrete, power-driven; Pug Mill; Pull Broom, power type; Seaman Tiller; Straw Blower or Brush Mulcher; Striping Machine, Paint, motor-driven; Sub Grader; Tractaire; Tractor, below 50 H.P.; Truck Crane Oiler, Driver; Spreader; Water Pump; Welding Machine, 2 of 300 amps or over

#### AREA 3

Group 1: Air Compressors (2); Compressors hooked in Manifold; Asphalt Plant Engineer; Auto Grade and/or C.M.I. or similar type Machine; Auto Patrol; Motor Patrol; Power Blade; Apsco Paver; Asphalt Planer; Asphalt Rollers; Asphalt Paver Operator; Milling Machine; Self-propelled Widener; Backhoe and/or Pavement Breaker attachment; Self-propelled Pavement Breaker; Ballast Regulator (RR); Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Bulldozer; One

Wheel 619, 631, TS-24, or similar type: Earth Mover, rubber tired. tandem \$0.50 per hour additional; Elevating Grader; Endloader, Hilift Shovel; P.C.C. Formless Paver; Gradall; Gravel Processing Plant, portable; Guardrail Post Driver Operator; Head Greaser; H1-lift Shovel, Endloader: Hoist (2 drums and over): Helicopter, crew; Hydraulic Boom Truck; Keystone, Skimmer Scoop; Loader, selfpropelled (belt, chain wheel); Locomotive Operator; Mechanic; Mucking Machine; Multi-bank Drill Operator; Panel Board Concrete Plant. Central Mix type; Paver, Hetherington; Pile Driver, Skid or Crawler; Road Paving Mixer: Rock Breaking Plant: Rock Crushing Plant, portable: Roller (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Roller, with Dozer Blade; Root Rake, tractor mounted; Stump Remover, tractor mounted; Surface Heater and Planer; Tandem Push Tractor, \$0.50 per hour additional; Tractor, Boom Winch or Hoe Head; Tractor, Push; Tractor with Scoop; Tractor mounted Spreader; Tree Mover; Trench Machine, over 24"; Tug Boat Operator; Welder; Well Drilling Machine; Self-propelled Widener

Group 2: Air Compressor with Throttle Valve or Clever Brooks type combination; Backfiller; Base Paver, Jersey or similar type machine; Bull Float; Concrete Finishing Machine; Concrete Mesh Depressor, independently operated; Concrete Spreader, power-driven; Dredge Engineer; Excavator Loader, portable; Firemah, on Boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or Steel Placer; Minor Equipment Operator, 5 pieces; Multiple Tamping Machine (RR); P.C.C. Concrete Placer; Paving Breaker; Power Broom, self-propelled; Pull Grader, power controlled; Refrigerating Machine, freezing operation; Roller, earth and sub-base material; Ross Carrier (Straddle Buggy); Sheepfoot Roller, self-propelled without blade; Tamper, Multiple Vibrating (Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface); Tamper, Multiple Vibrating (earth and sub-base material); Trench Machine, 24" and under; Tube Float; Well Point System; Widener, Apsco or similar type; Winch Truck with A-Frame

Air Compressor; Assistant to Engineer, Oiler; Assistant Plant Engineer: Automatic Dry Batch Plant; Bituminous Distributor; Group ? Bituminous Patching Tamper; Belt Spreader; Broom and Belt Machine; Brush Burner; Chair Cart, self-propelled; Coleman type Screen; Cold Grinder Diler: Concrete Mixer, less than 21 cu. ft.; Conveyor, portable; Curb Machine; Deckhand; Digger (Post Hole, power-driven); Farm Tractor, including farm tractor with all attachments (except Backhoe, Hi-lift Endloaders); Form Grader; Form Tamper, motor-driven; Generator; Gunite Machine; Hetherington Driver; Hetherington Helper; Hydra Seeder; Mechanic's Helper; Mechanical Heater; Minor Equipmen+ Operator, 1 thru 4 pieces: Outboard or Inboard Motor Boat; Power Curing Spraying Machine; Power Saw, Concrete (power-driven); Pug Mill Pull Broom, power type: Seaman Tiller; Slurry Seal Machine; Spike Machine: Straw Blower or Brush Mulcher; Striping Machine (Paint, motor-driven); Sub Grader; Throttle Valve; Tractaire with Drill; Truck Crane and Multi-Drill Oiler, Driver; Spreader; Water Pump

# UNDERGROUND and UTILITY CONSTRUCTION AREA 1

Group 1: Mechanic; Asphalt Plant; Autograde; Batch Plant; Benoto (requires 2 Engineers); Boiler and Throttle Valve; Boring Machine (Mining Machine); Caisson Rigs; Central Redi-mix Plant; Combination

Boilers; Gunite Machine; Head Greaser; Mechanic; Mesh Depressor; Mesh Placer; P.C.C. Concrete Belt Placer; Roller (Asphalt, Stone and Sub Base); Rotary Drill; Sheepsfoot Roller, self-propelled; Sub Grader; Throttle Valve with Air Compressor or Boiler; Tractor with Backhoe, under 1/2 yd.; Tractor, Highlift, farm type, Tractor, industrial type; Tractor with Winch; Well Points; Winch Truck

Group 3: Air Compressor, 210 cu. ft. and over; Bituminous Distributor; Chair Cart; Concrete Curing Machine; Concrete Saw; Dope Pot, power agitated; Flex Plane; Form Grader; Hydro-hammer; Jack, Hydraulic, power-driven; Minor Equipment Operator, 2, 3, 4, or 5; Paving Joint Machine; Post Hole Digger; Roller, earth; Throttle Valve; Track Jack, power-driven; Tractor, farm type; Truck Crane Driver

Group 4: Air Compressor, less than 210 cu. ft.; Concrete Mixer, under 21 cu. ft.; Conveyor; Generator; Mechanical Heater; Oiler; Power Broom; Pump; Welding Machine

#### AREA 3

- Group 1: A-Frame Winch Truck; Air Compressor 900 cu. ft. and over; Air Tugger; Autograde (CMI); Auto Patrol; Backhoe; Ballast Regulator (RR); Batcher Plant (electrical control concrete); Bending Machine (pipe); Bituminous Plant (Engineer); Bituminous Plant; Bituminous Mixer Travel Plant; Bituminous Paver; Bituminous Roller; Buck Hoist; Bull Dozer; Cable Way: Chicago Boom; Clamshell: Concrete Mixer, 21 cu. ft. or over; Concrete Paver; Concrete Pump, Crete; Crane; Craneman; Crusher Plant; Derrick; Derrick Boat; Dinkey; Dope Pots (pipeline); Dragline; Dredge Operator; Dredge Engineer; Drill Operator; Elevator Grader; Elevator; Ford Hoe, or similar type equipment; Forklift; Formless Paver; Gantry Crane; Gradall; Grademan; Grout Pump; Helicopter Crew; Hetherington Paver; Highlift; Hoist; Hopto; Hough Lrader, or similar type; Hydro Crane; Hydro Hammer; Locomotive Crane, Locomotive; Mechanic; Mobile Mixer; Motor Crane; Mucking Machine: Multiple Tamping Machine (RR); Overhead Crane; Pile Driver; Pulls; Push Dozer; Push Boats; Roller (Sheep Foot); Ross Carrier; Scoop; Shovel; Side Boom; Swing Crane; Tail Boom; Tar Machine (pipeline); Throttle Valve; Tower Crane; Trench Machine; Welder (heavy duty); Truck mounted Concrete Pump; Truck mounted Driil; Well Point: Whirleys
- Group 2: Air Compressor, up to 900 cu. ft: Brakeman; Buil Float; Concrete Mixer, over 105 and under 215; Concrete Spreader or Puddler; Deck Engine: Electric Vibrator Kompactor (earth or rock); Finishing Machine; Fireman; Greaser, on grease facilities servicing heavy equipment: Material Pump; Motor Boats; Portable Loader; Post Hole Digger; Power Broom; Rock Roller; Roller, Wobble Wheel (earth and rock); Spike Machine (RR); Seaman Tiller; Spreader Rock; Sub Grader; Tamping Machine; Welding Machine; Widener, Apsco or similar type
- Group 3: Assistant Engineer; Bituminous Distributor; Cement Gun; Concrete Saw; Conveyor; Deckhand Diler; Drill Helper: Earth Roller; Form Grader; Generator; Guard Rail Drive; Heater; JLG Lifts; Diler; Paving Joint Machine; Power Traffic Signal; Scissor Lift; Steam Jenny; Truck Crane Diler; Vibrator; Water Pump

- Group 4: Tri-Axle Trucks; Tandem Axle Trucks; Equipment not self loaded or Pusher loaded such as Koehring or similar Dumpster; Track Truck; Euclid Bottom Dump and Hug Bottom Dump; Tournatrailers; Tournarockers; Athey Wagons or similar equipment over 12 cu. yds.; Tandem Axle Trucks pulling Tilt-top Trailers; Low Boys; Tandem Axle; Tri-Axle Batch
- Group 5: Tandem "Dog-Legs"; Semi-Water Trucks; Sprinkler Trucks; Heavy Equipment type Water Wagons, 5,000 gallons and under
- Group 6: Truck mounted Pavement Breakers; Tandem Trucks, over 15 ton payload; Single Axle Semi Trucks; Farm Tractors hauling material; Equipment not self loaded or Pusher loaded such as Koehring or similar Dumpster; Track Truck; Euclid Bottom Dump and Hug Bottom Dump; Tournatrailers; Tournarockers; Athey Wagons or similar equipment, 12 cu. yds. and under; Mixer Trucks, all types; Single Axle Trucks pulling Tilt-up Trailer; Lowboys, single axle
- Group 7: Tandem Axle Fuel Trucks; Tandem Axle Water Trucks; Bituminous Distributor (one man)
- Group 8: Single Axle Dog-legs; Tandem Trucks or Dog Legs; Winch Trucks or A-Frames used for transportation; Batch Trucks, wet or dry over 3(34E) Batches; Grease and Maintenance Truck Servicing Tandem Axle Trucks
- Group 9: Single Axle Fuel Trucks; Single Axle Water Trucks; Bituminous Distributors (two Men)
- Group 10: Single Axle Straight Trucks; Wet or Dry 3(34E) Batches or less; Grease and Maintenance Trucks Servicing Single Axle Trucks
- Group 11: Tenders; Greasers; Tire Men; Batch Board Tenders
- Group 12: Pick-up Trucks

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) (1)(ii))

# CERTIFICATION OF BIDDER/VENDOR

BERCOT, INC.
The undersigned, on behalf of FORT WAYNE INDIANA 16808
, does hereby make the following representations
to the City of Fort Wayne, Indiana.
WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;
WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa. BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808
, that
does not support or endorse the policy of aparther 46808 South Africa.
IN WITNESS WHEREOF, this Certification has been signed
this day of JUN 17 1987 , 19
BERCOT, INC. 6015 HUGUENARD ROAD FORT WAYNE, INDIANA 46808
(Name of Bidder/Vendor)
Hew Derest Par
(Name and Title of Person Signing)

\$207,106.95	TOTAL:	\$188,664.00	TOTAL:	\$170,240.00	TOTAL:	\$162,135.00	TOTAL:	\$148,358.00	TOTAL:			
860.00	0.86	600.00	0.60	600.00	0.60	650.00	0.65	650.00	0.65	Y2	1000	18 SEEDING & 2" MULCH
												BACKFILL & TEMPORARY RESTORATION)
2300.00	575.00	1400.00	350.00	800.00	200.00	1200.00	300.00	3000.00	750.00	EP		17 EXPLORATORY EXCAVATION (INC.
								1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				(SEE SPECIAL PROVISION ITEM #27)
718.75	143.75	500.00	100.00	3000.00	600.00	2000.00	400.00	1000.00	200.00	E A	C	16 ISTRUCTURE ADJUSTMENT
20700.00	2.07	25000.00	2.50	25000.00	2.50	24000.00	2.40	19000.00	1.90	32	10000	15 CONCRETE SIDEWALK
2072.00	2.59	2400.00	3.00	2400.00	3.00	2340.00	2.95	2120.00	2.65	4	800	14 CONCRETE WINGWALK
4301.00	19.55	5500.00	25.00	5500.00	25.00	5060.00	23.00	5060.00	23.00	, VS	220	13 (CONCRETE DRIVE REPLACEMENT
5792.00	3.62	4480.00	2.80	5600.00	3.50	4880.00	3.05	4240.00	2.65	- 5	1600	12 CONCRETE CURB FACE WALK
43010.00	19.55	20900.00	9.50	19250.00	8.75	- 23100.00	10.50	22000.00	10.00	5	2200	11 CONCRETE CURB TYPE III INSTALLED
6336.00	2.88	2200.00	1.00	6600.00	3.00	8250.00	3.75	5500.00	2.50	- 5	2200	10 CONCRETE CURB REMOVAL
12075.00	34.50	10500.00	30.00	10150.00	29.00	1225.00	3.50	10500.00	30.00	Z	350	9 #11 BINDER
10062.50	40.25	8250.00	33.00	8000.00	32.00	875.00	3.50	8000.00	32.00	Z	250	8 :1" TYPE A-2 SURFACE ASPHALT
18170.00	18.17	18800.00	18.80	20000.00	20.00	17500.00	17.50	7000.00	7.00	Y2:	1000	7 112" DEEP STRENGTH ASPHALT
4260.00	14.20	2100.00	7.00	3600.00	12.00	3150.00	10.50	2790.00	9.30	107	300	6 #73 STONE BACKFILL
10370.00	10.37	5000.00	5.00	9900.00	9.90	-6500.00	6.50	6000.00	6.00	107	1000	5 ISPECIAL GRAVEL BACKFILL
5735.40	521.40	5500.00	500.00	7150.00	650.00	7425.00	675.00	6490.00	590.00	E	11	4 IC.F.W. TYPE I-C OR I-G INLETS
5200.80	1040.16	5000.00	1000.00	5000.00	1000.00	4750.00	950.00	4480.00	896.00	E	UT	3 IC.F.W. TYPE I-B MANHOLE
17186.00	33.05	19084.00	36.70	11440.00	22.00	14560.00	28.00	11128.00	21.40	-	520	2 112" R.C.P. CLASS IV
37957.50	36.15	51450.00	49.00	26250.00	25.00	34650.00	33.00	29400.00	28.00	5	1050	1 115" R.C.P. CLASS IV
AHOUNT (\$)	UNIT COSTI	(\$)	(\$)	AMDUNT	UNIT COST	AMDUNT (\$)	UNIT COST	AMOUNT (\$)	QUANTITY: UNIT; UNIT COST;	TINU	QUANTIT	ITEM: ITEM
ER, INC.	JOHN DEHNER, INC.	NC.	LAND, INC.		BERCOT,	ALL STAR CONSTRUCTION	ALL STAR C	451-1987	RES. NO:	1	ROVEMENT	PROJ: ANDERSON AVENUE STORM SEWER IMPROVEMENT

#### ANDERSON AVENUE STORM SEWER IMPROVEMENT

#### Resolution 451-1987

RESOLVED by the Board of Public Works & Safety of the City of Fort Wayne, State of Indiana, that the construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed in the following described area.

Bounded on the North by the North line of the Fairview Place Addition; on the West by the East right-of-way of Griswold Drive; on the South by the South line of Fairview Place Addition; and on the East by the West right-of-way line of Spy Run Avenue.

#### Storm Sewer

Beginning at an existing storm sewer manhole located  $20\pm$  LF South of and  $25\pm$  LF West of the centerline intersection of Anderson Avenue and Griswold Avenue; thence, Westerly  $20\pm$  LF South of and parallel to the centerline of said Anderson Avenue  $1500\pm$  LF terminating at an existing storm sewer manhole located within the Westerly right-of-way line of Spy Run Avenue  $20\pm$  LF South of the said Anderson Avenue.

Said sewers shall be 12" and 15" in diameter with all appurtenances. And said storm sewer with appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Board of Public Works & Safety of said City.

This project is funded by a Housing and Urban Development Community Block Grant and is subject to the requirements of Section (3) of the Housing and Development Acts of 1968.

The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 20 day of May 1987.

BOARD OF PUBLIC WORKS & SAFETY

Baron R. Biedenweg, Director

Cosette R. Simon, Director

Lawrence D. Consalvos, Director

ATTEST:

Helen Gochenour, Clerk

769	3			
Admn.	Appr		1	

TITLE OF ORDINANCE Contract for Res. 451-87 Anderson Avenue Storm Sewer Imp.
DEPARTMENT REQUESTING ORDINANCE Board of Public Works and Safety
SYNOPSIS OR ORDINANCE The Contract for Res. 451-87 is for the following:
MAIN SEWER: Bounded on the North by the North line of the Fairview Place Addition;
on the West by the East right-of-way of Griswold Drive; on the South by the South
line of Fairview Place Addition; and on the East by the West right-of-way line of
Spy Run Avenue. \$ 87-07-26
STORM SEWER: Beginning at an existing storm sewer manhole located 20± LF South of
and 25± LF West of the centerline intersection of Anderson Avenue and Griswold
Avenue; thence, Westerly 20± LF South of and parallel to the centerline of said
Anderson Avenue 1500± LF terminating at an existing storm sewer manhole located
within the Westerly right-of-way line of Spy Run Avenue 20± LF South of the said
Anderson Avenue.
Said sewers shall be 12" and 15" in diameter.
EFFECT OF PASSAGE Improved sewer system at above locations.
EFFECT OF NON-PASSAGE
MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$170,240.00
ASSIGNED TO COMMITTEE

BILL NO. S-87-07-26	
REPORT OF THE COMMITTEE ONCITY UTILITIES	
WE, YOUR COMMITTEE ON CITY UTILITIESTO WHOM N	WI
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract	
for Res. 451-87, Anderson Avenue Storm Sewer Improvement, between	n
Bercot, Inc., and the City of Fort Wayne, Indiana, in connection	
with the Board of Public Works and Safety	
	_
	_
	_
	_
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG	
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)	
(RESQENTION)	
YES NO	
CHARLES B. REDD CHAIRMAN	
PAUL M. BURNS VICE CHAIRMAN	
THOMAS C. HENRY	
BEN A. EISBART	
	-

Samuel Jalvico SAMUEL J. TALARICO CONCURRED IN 7-28-87.

SANDRA E. KENNEDY CITY CLERK